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October 13, 2014

Via Overnight delivery

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

QWE-T-10-06

**Re: CenturyLink Local Services Platform ("CLSP") Agreements
Extension Amendments**

Dear Ms. Jewell:

The attached matrix is an update to the information sent to you on January 9, 2014. The amended CLSP is highlighted. Also enclosed is a copy of the CLSP Amendment.

Please contact me if you have any questions concerning the enclosed. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Josie Addington", written over the printed name.

Josie G. Addington
Legal Assistant III

/jga

Enclosure(s)

ENTITY	DOCKET NO.
AT&T / Qwest	QWE-T-04-09
Access Point / Qwest	QWE-T-08-03
ACN / Qwest	QWE-T-03-26
BullsEye / Qwest	QWE-T-04-30
dishNET / Qwest	QWE-T-10-06
EnTelegent / Qwest	QWE-T-09-17
Eschelon / Qwest	QWE-T-00-13
Ernest / Qwest	QWE-05-14
Fretel / Qwest	USW-T-99-14
Granite / Qwest	QWE-T-04-03
GreenFly dba Clearfly / Qwest	QWE-T-09-02
Group Six / Qwest	QWE-T-10-08
Integra / Qwest	USW-T-00-05
Lightyear / Qwest	QWE-T-04-19
Matrix, Inc. / Qwest	QWE-T-09-13
Matrix-Excel fka Comtel / Qwest	QWE-T-02-12
Matrix-VarTec fka Comtel / Qwest	QWE-T-02-01
MCImetro Access / Qwest	QWE-T-06-24
McLeod / Qwest	QWE-T-00-07
Metropolitan / Qwest	QWE-T-05-05
New Horizons / Qwest	QWE-T-13-01
OrbitCom / Qwest	QWE-T-04-13
PiperTel / Qwest	QWE-T-05-06
Praxis / Qwest	QWE-T-12-08
Prime Time Ventures /Qwest	QWE-T-05-08
QuantumShift - VCom/ Qwest	QWE-T-08-09
Spectrotel /Qwest	QWE-T-12-03
TNCl / Qwest	QWE-T-05-09

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**AMENDMENT NUMBER FIVE TO
CENTURYLINK™ LOCAL SERVICES PLATFORM ("CLSP™") AGREEMENT**

This amendment ("Amendment"), by and between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and dishNET Wireline, L.L.C. (f/k/a Liberty-Bell Telecom, LLC) ("CLEC"), a Colorado limited liability company, amends the CenturyLink™ Local Services Platform ("CLSP™") Agreement (formerly known as "Qwest Local Services Platform™" ("QLSP™") Agreement) between the Parties.

WHEREAS, the Parties entered into a Qwest Local Services Platform ("QLSP™") Agreement (now referred to as a CenturyLink™ Local Services Platform ("CLSP™") Agreement) (the "Agreement") with an Effective Date of October 21, 2010; and

WHEREAS, the terms "CenturyLink" and "CLSP" in this Amendment shall be used in place of, and interchangeably with, the terms "Qwest" and "QLSP", respectively, in the Agreement; and

WHEREAS, pursuant to the terms of Section 3.3.2 of Attachment 2, CLEC has transferred some customers to another entity and the Parties agree to amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by replacing and adding terms and conditions as set forth in Attachment 1 attached hereto and incorporated herein by this reference. The provisions included in Attachment 1 are intended to supersede and replace provisions in the Agreement.

Effective Date

This Amendment shall be deemed effective on July 31, 2014, regardless of the date of execution.

Further Amendments

Except as expressly modified by this Amendment, the provisions of the Agreement shall remain unmodified and shall be in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both of the Parties hereto. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including by the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter of the Agreement, as amended, and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter of the Agreement, as amended.

**AMENDMENT NUMBER FIVE TO
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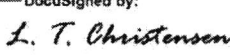
The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Qwest Corporation dba CenturyLink QC: By: _____ Name: <u>L. T. Christensen</u> Title: <u>Director – Wholesale Contracts</u> Date: _____	dishNET Wireline, L.L.C.: By: <u>Robert Olsen</u> Name: <u>Robert Olsen</u> Title: <u>Director</u> Date: <u>9/22/14</u>
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dishNET Holding L.L.C.: By: <u>Robert Olsen</u> Name: <u>Robert Olsen</u> Title: <u>Director</u> Date: <u>9/22/14</u>
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Qwest Corporation dba CenturyLink QC: DocuSigned by:  By: <u>05E9FC68BD57454...</u> Name: <u>L. T. Christensen</u> Title: <u>Director – Wholesale Contracts</u> Date: <u>9/22/2014</u>	dishNET Wireline, L.L.C.: By: _____ Name: <u>Robert Olsen</u> Title: <u>Director</u> Date: _____
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dishNET Holding L.L.C.: By: _____ Name: <u>Robert Olsen</u> Title: <u>Director</u> Date: _____

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ATTACHMENT 1

The Cumulative Volume Growth Requirements Table in Section 3.3.1 of Attachment 2 to the Agreement will be removed and replaced with the following Table:

Cumulative Volume Growth Requirements Table

Start Date	End Date	Cumulative Growth Req.
May 2012	May 2013	7,337
May 2012	August 2014	15,699
May 2012	May 2015	26,679
May 2012	December 2015	26,679